

## IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

CONTINENTAL INDEMNITY	)	CASE NO. _____
COMPANY, An Iowa Corporation,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
IPFS OF NEW YORK, LLC,	)	<b>COMPLAINT PURSUANT TO</b>
A Limited Liability Company and	)	<b>NEBRASKA'S DECLARATORY</b>
IPFS CORPORATION,	)	<b>JUDGMENT ACT,</b>
	)	<b><u>NEB. REV. STAT. §25-21,149</u></b>
Defendants.	)	

COMES NOW Continental Indemnity Company and for its complaint against IPFS of New York, LLC under the Nebraska Declaratory Judgment Act states and alleges as follows:

1. Continental Indemnity Company (“CNI”) is an Iowa Corporation with its principal place of business in Omaha, Douglas County, Nebraska.
2. IPFS of New York, LLC (“IPFS”) is a limited liability company that provides premium financing to employers to purchase workers’ compensation insurance.
3. IPFS Corporation is a corporation with its principal place of business in Kansas City, Missouri. IPFS and IPFS Corporation are collectively “IPFS”.
4. CNI provided workers’ compensation insurance to AGL Industries, Inc. (“AGL”) pursuant to the following workers’ compensation and employer’s liability insurance policies:

Policy No.	Policy Term
73-344281-01-01	02/14/16 – 02/14/17
73-344281-01-02	02/14/17 – 02/14/18
73-344281-01-03	02-14/18 – 02/14/19

5. In connection with CNI providing workers' compensation to AGL via the Policies, AGL failed to pay the premium for the CNI Policies which resulted in AGL filing suit against CNI and Applied Underwriters Captive Risk Assurance Company, Inc. ("AUCRA") in an effort to prevent cancellation of the CNI Policies (the "AGL Litigation").

6. CNI and AUCRA removed the AGL Litigation to the United States District Court for the United States District Court Eastern District of New York and filed a counterclaim and sought to have the AGL Litigation transferred to Nebraska under the applicable forum selection clause.

7. During the course of the AGL Litigation, AGL requested that CNI issue a renewal workers' compensation policy to AGL (the "Requested Renewal CNI Policy").

8. CNI advised AGL that it would not issue the Requested Renewal CNI Policy unless AGL made a payment on its large outstanding balance (the "CNI Agreement").

9. At the same time, AGL contacted IPFS to obtain premium financing for a portion of the Requested Renewal CNI Policy premium which IPFS agreed to provide pursuant to and in accordance with a Premium Finance Agreement (the "PFA"), a copy of which is attached hereto as Exhibit 1.

10. Pursuant to the CNI Agreement with AGL, AGL paid CNI \$200,000.00 which CNI applied to the then outstanding balance.

11. The total premium for the Requested Renewal CNI Policy was \$913,358.00 inclusive of taxes and assessments.

12. IPFS sent CNI \$639,350.00 for the Requested Renewal CNI Policy pursuant to and in accordance with the PFA.

13. On February 14, 2019, CNI issued its Workers' Compensation and Employer's Liability Insurance Policy No. 82-344281-01-04 for a period of February 14, 2019 to February 14, 2020 (the "CNI Renewal Policy"), a copy of which is attached as Exhibit 2.

14. AGL failed to pay the premium for the CNI Renewal Policy and it was cancelled for non-payment of premium. See Exhibit 3 attached hereto.

15. As a result of the cancellation of the CNI Renewal Policy, IPFS was entitled to a return of unearned premium pursuant to and in accordance with the PFA.

16. The unearned premium amount due CNI for the CNI Renewal Policy is \$338,914.74.

17. Deducting the foregoing \$338,914.74 from the \$639,350.60 paid by IPFS leaves a balance due to IPFS of \$300,435.81 which CNI Offered to return to IPFS.

## **COUNT I**

### **DECLARATORY JUDGMENT**

18. CNI incorporates herein Paragraphs 1 through 17 as if fully set forth herein.

19. IPFS claims that it is entitled to a return of unearned premium of \$753,107.85 for the CNI Renewal Policy under the IPFS Agreement.

20. As a result of the disagreement by and between CNI and IPFS as to the amount of unearned premium due IPFS and thus a justiciable controversy exists.

21. CNI requests the Court declare the rights and obligations of the parties under the IPFS Agreement and determine the amount of unearned premium due to IPFS for the CNI Renewal Policy under the PFA.

WHEREFORE, CNI requests the Court to issue a declaratory judgment determining the rights and obligations of the parties under the IPFS Agreement and determine the amount of unearned premium due IPFS under the PFA Agreement for the cancelled CNI Renewal Policy.

CONTINENTAL INDEMNITY COMPANY,  
Plaintiff

BY /s/Jeffrey A. Silver  
JEFFREY A. SILVER #13839  
10805 Old Mill Road  
Omaha, Nebraska 68154  
(402) 393-1984  
ATTORNEY FOR PLAINTIFF

391 WEST 11TH ST., 4TH FLOOR  
PO BOX 419050  
KANSAS CITY, MO 64141-6090  
(800)255-6316 FAX: (816)942-8475  
CUSTOMER SERVICE: (888)412-2661

PREMIUM FINANCE AGREEMENT IPPS of New York, LLC

<b>A</b>	<b>CASH PRICE (TOTAL PREMIUMS)</b>	\$913,358.00	<b>AGENT (Name &amp; Place of business)</b> GNP INSURANCE BROKERAGE
<b>B</b>	<b>CASH DOWN PAYMENT</b>	\$274,007.40	1944 52ND AT
<b>C</b>	<b>PRINCIPAL BALANCE (A MINUS B)</b>	\$639,350.60	BROOKLYN, NY 11204 (718)821-5400 FAX: (718)830-3970

**INSURED**  
(Name & Residence or business)  
AGL Industries Inc  
59-12 57TH STREET  
Maspeth, NY 11378  
(347)916-0260

Commercial

Account #:

LOAN DISCLOSURE

Quote Number: 8578624

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate. 5.990%	The dollar amount the credit will cost you. \$16,369.72	The amount of credit provided to you or on your behalf. \$639,350.60	The amount you will have paid after you have made all payments as scheduled \$655,710.32

## YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due Beginning	YOU HAVE THE RIGHT TO RECEIVE AN ITEMIZATION OF THE AMOUNT FINANCED: I WANT AN ITEMIZATION (DO NOT CHECK IF YOU DO NOT WANT AN ITEMIZATION)
8	\$81,963.79	MONTHLY 04/01/2019	

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$10.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POLY TERM	PREMIUM
PENDING	02/14/2019	CONTINENTAL INDEMNITY CO Applied Underwriters	WORKMENS COMP	0.000%	12	\$10,705.00 Tax: 102,149.00

The "Broker Fee" is charged pursuant to N.Y. Insurance Law, Section 2116, for obtaining and servicing the policies listed herein.

**TOTAL:** \$913,358.90

This loan is either made by Agent and sold and assigned to IPPS of New York, LLC (in which case, "Lender" refers to IPPS of New York, LLC and Agent), or otherwise acquired by IPPS of New York, LLC from Agent (in which case, "Lender" refers to IPPS of New York, LLC only), in each case to pay the premiums on the policies described above on the insured's behalf. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: 1. SECURITY: To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. 2. POWER OF ATTORNEY: Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all of the above identified, receive all sums assigned to its Lender, or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

Signature of Insured or Authorized Agent

3/14/19

Signature of Agent

DATE

EXHIBIT

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

**4. AGREEMENT EFFECTIVE DATE:** This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 13 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$5.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed herein or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums or for the cost of acquiring this Agreement from your agent/broker. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. ADDITIONAL PREMIUM FINANCING:** Insured authorizes Lender to make additional advances under this premium finance agreement at the request of either the Insured or the Insured's agent with the Insured's express authorization, and subject to the approval of Lender, for any additional premium on any policy listed in the Schedule of Policies due to changes in the insurable risk. If Lender consents to the request for an additional advance, Lender will send Insured a revised payment amount ("Revised Payment Amount"). Insured agrees to pay the Revised Payment Amount, which may include additional finance charges on the newly advanced amount, and acknowledges that Lender will maintain its security interest in the Policy with full authority to cancel all policies and receive all unearned premium if Insured fails to pay the Revised Payment Amount. **18. PRIVACY:** Our privacy policy may be found at <https://www.ipfs.com/Privacy.aspx>. **19. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of New York will govern this Agreement. **20. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **21. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

#### AGENT/BROKER REPRESENTATIONS

The agent/broker executing this, and any future, agreements represents, warrants and agrees: (1) installment payments totaling \$0.00 and all applicable down payment(s) have been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate, and (13) any fee charged by agent/broker complies in all respects with Section 2119(c) of New York Insurance Law, including the requirement for a written memorandum between agent/broker and insured.



## CALIFORNIA INSURANCE COMPANY

NAIC No. 38865

10825 Old Mill Road, Omaha, Nebraska 68154

877-234-4420

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY

#### INFORMATION PAGE

Policy No. **82-344281-01-04**

1. Insured and Mailing Address	<b>AGL Industries, Inc.</b> 5912 57th St Maspeth, NY 11378-3112	Producer and Mailing Address	<b>ARS Insurance Agency</b> 10825 Old Mill Rd Omaha, NE 68154
Entity:	<b>Corporation</b>	Agent No.	
FEIN:	<b>454193521</b>	Billing:	<b>DIRECT BILL</b>
State No.		Renewal of Policy No. <b>73-344281-01-03</b>	

See Additional Named Insured Endorsement and Locations Endorsement if attached.

2. The policy period is from **02/14/19** to **04/19/19** 12:01 A.M. Standard Time at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: **NY**
  - B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
 

Bodily Injury by Accident	<b>\$ 1,000,000</b>	each accident
Bodily Injury by Disease	<b>\$ 1,000,000</b>	policy limit
Bodily Injury by Disease	<b>\$ 1,000,000</b>	each employee
  - C. Other States Insurance: Part Three of the policy applies to all states except the states listed in item 3.A and the states of North Dakota, Ohio, Washington, and Wyoming.
  - D. See attached list for endorsements and schedules.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information listed on the Extension of Information page is subject to verification and change by audit.

See Extension of Information Page for premium rating schedule.

Minimum Premium	\$	<b>153</b>
Total Estimated Annual Premium	\$	<b>145,643</b>
Estimated Taxes and Assessments	\$	<b>18,351</b>

Issuing Office: **OMAHA, NE**

Countersigned by:

**EXHIBIT**

Tables

2

WC-00-00-01A

**California Insurance Company**  
**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**      WC990401  
**LIST OF ENDORSEMENTS AND SCHEDULES**

Endorsements on Policy: 82-344281-01-04

Form Number	Endorsement Number	Name
WC000001A_CIC		Information Page
WC990401_CIC		List of Endorsements And Schedules
WC000174		Extension of Information Page
A I/L_CIC		Additional Named Insured and/or Locations
WC310308	1	New York Limit Of Liability Endorsement
WC000419	2	Premium Due Endorsement
WC310618	3	New York Policyholder Notice of Right to Appeal
WC310319I	4	New York Construction Classification Premium Adjustment Program
WC000414A	5	Notification Of Change In Ownership Endorsement
WC000422B	6	Terrorism Risk Insurance Program Reauthorization Act Disclosure
WC000421D	7	Catastrophe
WC000313	8	Waiver Of Our Right To Recover From Others Endorsement
WC890609C	9	Termination / Cancellation / Reinstatement Notice
WC890600B	10	Change Endorsement
WC890600B	11	Change Endorsement
WC890600B	12	Change Endorsement
PN000001	100	Short Rate Cancelation Policyholder Notice
WC000000C		Workers Compensation and Employers Liability Insurance Policy

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
EXTENSION OF INFORMATION PAGE**

Policy Number 82-344281-01-04

## 4. Premium

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Iron Or Steel: Fabrication: Iron Or Steel Works-Shop-Structural-&	3030	149,041	16.1200	24,025.00
Iron or Steel Erection - Frame Structures - All Operations to	5040	94,815	34.2200	32,446.00
Door, Door Frame or Sash Erection-Metal or Metal Covered -	5102	235,991	18.6300	43,965.00
Executive Officers NOC-Not foremen, workers, or salespersons	8809	133,512	0.3100	414.00
Clerical Office Employees NOC.	8810	246,006	0.2000	492.00
Waiver of Subrogation	0930		2500.0000	2,500.00
Experience Modification			1.3300	138,110.00
Schedule Modification	9889		1.0500	145,016.00
Terrorism	9740		0.0630	541.00
Catastrophe	9741		0.0100	86.00
Estimated Annual Premium - New York				145,643.00
State Assessment	0932		12.6000	18,351.02
New York Workers Compensation Security Fund	9749		0.0000	0.00
NY				
Total Estimated Annual Premium \$				163,994.02

Policy Number: 82-344281-01-04

**CALIFORNIA INSURANCE COMPANY**  
**Additional Named Insured and/or Locations**

**Item (1) Insured of the Information page is amended to include the following:**

<b>AGL Industries, Inc.</b> 9105 Eldert Ln Woodhaven NY 11421-2835 From: 02/14/19 To: 04/19/19	<b>FEIN: 454193521</b> <b>ENTITY: Corporation</b>
<b>AGL Industries, Inc.</b> 5735 Flushing Ave Maspeth NY 11378-3124 From: 02/14/19 To: 04/19/19	<b>FEIN: 454193521</b> <b>ENTITY: Corporation</b>

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Endorsement Effective  
Insured **AGL Industries, Inc.**

Policy No. **82-344281-01-04**

Endorsement No.  
Premium

Insurance Company **California Insurance Company**

Countersigned by \_\_\_\_\_

All other terms and conditions of this policy remain unchanged.  
AIL590

WC 31 03 08

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

---

**NEW YORK LIMIT OF LIABILITY ENDORSEMENT**

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New York is shown in Item 3.A. of the Information Page..

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to your employees if the bodily injury arises out of and in the course of employment that is subject to and is compensable under the Workers' Compensation Law of New York.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 1  
Premium

Insurance Company  
**California Insurance Company**

Countersigned by \_\_\_\_\_

WC 00 04 19

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

---

**PREMIUM DUE DATE ENDORSEMENT**

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision

**PART FIVE  
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 2  
Premium

Insurance Company  
**California Insurance Company**

Countersigned by \_\_\_\_\_

WC 31 06 18

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NEW YORK WORKERS COMPENSATION  
POLICYHOLDER NOTICE OF RIGHT TO APPEAL**Policyholder Disputes**

Policyholders are entitled to inquire, challenge and dispute issues relating to classification, ownership, premium auditing, and/or other New York Compensation Insurance Rating Board (NYCIRB) rulings or decisions pertaining to this policy. Please refer to the Employer's Appeal Process noted below.

Inquiries may also be directed to the New York State Department of Financial Services (DFS) at:

<http://www.dfs.ny.gov/about/contactus.htm#consumer>

or by calling the Consumer Hotline at 800-342-3736 (Monday through Friday, 8:30 AM to 4:30 PM).

**Policyholder Right to Appeal**

An insured, or its representative, (hereafter referred to as "insured"), may appeal the application of a rule or procedure contained in the NY Workers Compensation & Employers Liability Manual. Rules or procedures are defined as those determinations, either by a carrier or the Rating Board, which define the variables which makeup the policy conditions. Examples include: classification codes, ownership information, premium audits, and any other determination which may affect the policy.

To be considered for review, a written request explaining the reason(s) for the appeal must be submitted to the Rating Board. Upon receipt of the request for review, the following actions will be taken:

1. A staff member will review the request and respond to the insured within sixty (60) days, in writing, acknowledging receipt of the request, granting the insured its request or sustaining its original ruling.
2. The insured, if not satisfied with the outcome in 1. above, may then request, in writing, a conference with members of the Rating Board staff. The request must state the nature of the complaint and contain any supporting documents. The appropriate Department Vice President or his or her designated representative, if appropriate, will preside at the conference.
3. If the dispute is not resolved at the conference, the insured may then appeal to the Underwriting Committee of the Rating Board for a hearing to consider the staff ruling. This appeal must be in writing and must specify the reason(s) for the appeal and the nature of the complaint.

Following, receipt of the appeal, the insured will be notified regarding the time and place for the hearing. The appeal will be heard at the next Underwriting Committee meeting for which appropriate time can be given for this matter. Subsequent to the hearing, the insured will be advised, in writing, of the Underwriting Committee decision regarding its complaint.

4. If the Underwriting Committee ruling is not satisfactory to the insured, the insured may then request a hearing at the New York State Department of Financial Services to consider the decision of the Rating Board's Underwriting Committee.
5. The New York State Department of Financial Services decision may be appealed to a higher court, by either the insured or the Rating Board.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 3  
Premium

Insurance Company  
**California Insurance Company**

Countersigned By \_\_\_\_\_

(Ed. 3-15)

© 2015 New York Compensation Insurance Rating Board

WC 31 03 19 I

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NEW YORK CONSTRUCTION CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM  
EXPLANATORY ENDORSEMENT

The New York Construction Classification Premium Adjustment Program (NYCCPAP) allows premium credits for some employers in the construction industry. These credits exist to recognize the difference in wage rates between employers within the same construction industries in New York.

The declarations section of this policy will show a credit of 0.00% if you are not eligible for this credit, or if you are eligible for this credit and have not yet applied for a credit. Credits are earned for average wages in excess of \$23.24 per hour for each eligible class. If your policy shows one of the following classification codes, and you are experience rated, you are eligible to apply for an NYCCPAP credit:

0042	5057	5193	5429	5491	5606	6003	6229	6325	9526
3365	5059	5213	5443	5506	5610	6005	6233	6400	9527
3724	5069	5221	5445	5507	5645	6017	6235	6701	9534
3726	5102	5222	5462	5508	5648	6018	6251	7536	9539
3737	5160	5223	5473	5536	5651	6045	6252	7538	9545
5000	5183	5348	5474	5538	5701	6204	6260	7601	9549
5022	5184	5402	5479	5545	5703	6216	6306	7855	9553
5037	5188	5403	5480	5547	5709	6217	6319	8227	
5040	5190	5428							

The basis for determining the credit is the limited payroll of each employee for the number of hours worked (excluding overtime premium pay) for each construction classification (other than employees engaged in the construction of one or two-family residential housing) for the third quarter, as reported to taxing authorities, for the year preceding the policy date. Total payroll is to continue to be reported for employees engaged in the construction of one or two-family residential housing. For example:

POLICY EFFECTIVE DATE	THIRD QUARTER PAYROLL
4/1/16 thru 3/31/17	2015
4/1/17 thru 3/31/18	2016
4/1/18 thru 3/31/19	2017
4/1/19 thru 3/31/20	2018
4/1/20 thru 3/31/21	2019
4/1/21 thru 3/31/22	2020

If you have any eligible classes on your policy, you should have been notified by your insurance carrier or the New York Compensation Insurance Rating Board approximately four months prior to the inception date of this policy. If you believe you may be eligible for a credit and have not received an application, you should immediately contact your agent, insurance carrier, or the New York Compensation Insurance Rating Board.

Credits are calculated by the New York Compensation Insurance Rating Board. You must submit a completed application to: Attention: Field Services Department, New York Compensation Insurance Rating Board, 733 Third Avenue, New York, New York 10017.

Applications must be received by the Rating Board three (3) months prior to the policy renewal effective date. The Rating Board will accept and process an application if it is received between the policy effective and expiration date, however, it must be accompanied by a letter stating the reason for the delay. Under no circumstances will an application be accepted for any policy if it is received after the expiration date of the policy. For short-term policies the application must be received prior to the expiration date of the short-term policy. If it is received after the policy expiration, no credit will be calculated.

The New York Workers Compensation and Employers Liability Insurance Manual, and not this endorsement, govern the implementation and use of the NYCCPAP.

For online entry of the information requested on this form refer to: <http://www.nycirb.org/cpap>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 4  
Premium

Insurance Company  
**California Insurance Company**

Countersigned by \_\_\_\_\_

WC 00 04 14 A

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

---

**90-DAY REPORTING REQUIREMENT-NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective **02/14/19**  
Insured **AGL Industries, Inc.**

Policy No. **82-344281-01-04**

Endorsement No. **5**  
Premium

Insurance Company  
**California Insurance Company**

Countersigned by \_\_\_\_\_

(Ed. 1-19)

© Copyright 2017 National Council on Compensation Insurance, Inc. All Rights Reserved.

WC 00 04 22 B

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.

WC 00 04 22 B

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**Policyholder Disclosure Notice (cont.)**

- b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
- c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
- d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
- e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
- f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule	Premium
NY	0.064	3,137.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 6  
Premium

Insurance Company  
**California Insurance Company**

Countersigned By \_\_\_\_\_

(Ed. 01-15)

Page 2 of 2

© Copyright 2015 National Council on Compensation Insurance, Inc. All Rights Reserved.

WC 00 04 21 D

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT**

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

**Schedule**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
NY	0 .01	490 .00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 7  
Premium

Insurance Company  
**California Insurance Company**

Countersigned By \_\_\_\_\_

(Ed. 01-15)

© Copyright 2015 National Council on Compensation Insurance, Inc. All Rights Reserved.

WC 00 03 13

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1.  Specific Waiver

**Person or Organization**

**Job Description**

2.  Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 8  
Premium 2,500.00

Insurance Company  
**California Insurance Company**

Countersigned By \_\_\_\_\_



## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 09 C

## POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE

Carrier Name/NCCI Carrier Code California Insurance Company/22358Insured's Name AGL Industries, Inc.Federal ID No. 454193521Insured's Address 5912 57th StMaspeth, NY 11378-3112

Policy Number

Policy Effective Date

Policy Expiration Date

82-344281-01-0402/14/1902/14/20x **Termination/Cancellation/Nonrenewal**

The coverage provided by the policy number shown above is being \_\_\_\_\_ nonrenewed or x terminated/cancelled, \_\_\_\_\_ flat, x pro rata, or \_\_\_\_\_ short rate, effective 04/19/19 12:01 a.m. standard time at the insured's mailing address for the following reason(s):

Non-Payment of PremiumClient has an outstanding balance.**Reinstatement**

The coverage provided by the policy number shown above and previously nonrenewed, canceled or scheduled for cancellation is being reinstated effective \_\_\_\_\_ 12:01 a.m. standard time at the insured's mailing address.

Issue Date 04/03/19Issuing Office Omaha, NEProducer's Name ARS Insurance Agency

Date Stamp

(For NCCI use only):

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

<input type="checkbox"/> Insured's Name (WC 89 06 01)	<input type="checkbox"/> Item 3.A. States (WC 89 06 11)
<input type="checkbox"/> Policy Number (WC 89 06 02)	<input type="checkbox"/> Item 3.B. Limits (WC 89 06 12)
<input type="checkbox"/> Effective Date (WC 89 06 03)	<input type="checkbox"/> Item 3.C. States (WC 89 06 13)
<input type="checkbox"/> Expiration Date (WC 89 06 04)	<input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14)
<input type="checkbox"/> Insured's Mailing Address (WC 89 06 05)	<input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15)
<input type="checkbox"/> Experience Modification (WC 89 04 06)	<input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16)
<input type="checkbox"/> Producer's Name (WC 89 06 07)	<input type="checkbox"/> Carrier Servicing Office (WC 89 06 17)
<input checked="" type="checkbox"/> Change in Workplace of Insured (WC 89 06 08)	<input type="checkbox"/> Interstate/Intrastate Risk I.D. Number (WC 89 06 18)
<input type="checkbox"/> Insured's Legal Status (WC 89 06 10)	<input type="checkbox"/> Carrier Number (WC 89 06 19)
	<input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) (AL, AZ, AR, DC, FL, ID, IL, KS, MD, NH, TN, UT - only)

**IS CHANGED TO READ:**

Remove Workplace of Insured: 59-12 57th St , Maspeth, NY 11378

Remove Workplace of Insured: 91-05 Eldert Lane , Woodhaven, NY 11421

\*Item 4. Change to: PER ENDORSEMENT 2 FORM WC174

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$

Minimum Premium \$

Deposit Premium \$

All other items and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Policy Effective 02/14/19

Endorsement Effective 02/14/19  
Insured **AGL Industries, Inc.**

Policy No. 82-344281-01-04

Endorsement No. 10  
Premium 0.00Insurance Company **California Insurance Company**  
NCCI Carrier Code **22358**

Countersigned by \_\_\_\_\_

(Ed. 7-87)

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

<input type="checkbox"/> Insured's Name (WC 89 06 01)	<input type="checkbox"/> Item 3.A. States (WC 89 06 11)
<input type="checkbox"/> Policy Number (WC 89 06 02)	<input type="checkbox"/> Item 3.B. Limits (WC 89 06 12)
<input type="checkbox"/> Effective Date (WC 89 06 03)	<input type="checkbox"/> Item 3.C. States (WC 89 06 13)
<input type="checkbox"/> Expiration Date (WC 89 06 04)	<input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14)
<input type="checkbox"/> Insured's Mailing Address (WC 89 06 05)	<input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15)
<input type="checkbox"/> Experience Modification (WC 89 04 06)	<input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16)
<input type="checkbox"/> Producer's Name (WC 89 06 07)	<input type="checkbox"/> Carrier Servicing Office (WC 89 06 17)
<input checked="" type="checkbox"/> Change in Workplace of Insured (WC 89 06 08)	<input type="checkbox"/> Interstate/Intrastate Risk I.D. Number (WC 89 06 18)
<input type="checkbox"/> Insured's Legal Status (WC 89 06 10)	<input type="checkbox"/> Carrier Number (WC 89 06 19)
	<input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) (AL, AZ, AR, DC, FL, ID, IL, KS, MD, NH, TN, UT - only)

**IS CHANGED TO READ:**

Remove Workplace of Insured: 57-35 Flushing Ave , Maspeth, NY 11378-3124

Add Workplace of Insured: 5735 Flushing Ave , Maspeth, NY 11378-3124

Remove Workplace of Insured: 59-12 57th St , Maspeth, NY 11378

Remove Workplace of Insured: 91-05 Eldert Lane , Woodhaven, NY 11421

\*Item 4. Change to: PER ENDORSEMENT 2 FORM WC174

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

**Total Estimated Annual Premium \$**

Minimum Premium \$

Deposit Premium \$

All other items and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Policy Effective **02/14/19**Endorsement Effective **02/14/19**  
Insured **AGL Industries, Inc.**Policy No. **82-344281-01-04**Endorsement No. **11**  
Premium **0.00**Insurance Company **California Insurance Company**  
NCCI Carrier Code **22358**

Countersigned by \_\_\_\_\_

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

<input type="checkbox"/> Insured's Name (WC 89 06 01)	<input type="checkbox"/> Item 3.A. States (WC 89 06 11)
<input type="checkbox"/> Policy Number (WC 89 06 02)	<input type="checkbox"/> Item 3.B. Limits (WC 89 06 12)
<input type="checkbox"/> Effective Date (WC 89 06 03)	<input type="checkbox"/> Item 3.C. States (WC 89 06 13)
<input type="checkbox"/> Expiration Date (WC 89 06 04)	<input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14)
<input type="checkbox"/> Insured's Mailing Address (WC 89 06 05)	<input type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15)
<input type="checkbox"/> Experience Modification (WC 89 04 06)	<input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16)
<input type="checkbox"/> Producer's Name (WC 89 06 07)	<input type="checkbox"/> Carrier Servicing Office (WC 89 06 17)
<input checked="" type="checkbox"/> Change in Workplace of Insured (WC 89 06 08)	<input type="checkbox"/> Interstate/Intrastate Risk I.D. Number (WC 89 06 18)
<input type="checkbox"/> Insured's Legal Status (WC 89 06 10)	<input type="checkbox"/> Carrier Number (WC 89 06 19)
	<input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) (AL, AZ, AR, DC, FL, ID, IL, KS, MD, NH, TN, UT - only)

## IS CHANGED TO READ:

Remove Workplace of Insured: 59-12 57th St , Maspeth, NY 11378

Remove Workplace of Insured: 91-05 Eldert Lane , Woodhaven, NY 11421

\*Item 4. Change to: PER ENDORSEMENT 2 FORM WC174

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$

Minimum Premium \$

Deposit Premium \$

All other items and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Policy Effective 02/14/19

Endorsement Effective 02/14/19  
Insured AGL Industries, Inc.

Policy No. 82-344281-01-04

Endorsement No. 12  
Premium 0 . 00Insurance Company California Insurance Company  
NCCI Carrier Code 22358

Countersigned by \_\_\_\_\_

(Ed. 7-87)

PN 00 00 01

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## SHORT RATE CANCELATION POLICYHOLDER NOTICE

Subject to individual State Regulations, the cancelation condition in the Standard Policy WC 00 00 00 A-Part Five Premium, E. Final Premium, states that if this policy is canceled by you, the final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancelation table and procedure. Final premium will not be less than the minimum premium.

In applicable States, the final premium will be calculated as follows based on the standard Short Rate Cancelation Table attached to this policyholder notice:

The premium for the canceled policy will be calculated using the Short Rate Cancelation Table. We will use the short-rate percentage as follows:

1. Determine the payroll developed during the period the policy was in effect.
2. Determine the full policy payroll by using the following formula:

$$\frac{\text{number of days for which the policy was written}}{\text{number of days the policy was in effect}} \times \text{Actual Payroll}$$

3. Apply authorized rates to such payroll
4. Calculate the extended number of days by using the following formula. If the policy was written for a one-year period, the extended number of days is the number of days the policy was in effect:

$$\frac{\text{number of days the policy was in effect}}{\text{number of days for which the policy was written}} \times 365$$

5. Based on the extended number of days, apply the short rate percentage shown in the Short Rate Cancelation Table to the full policy premium calculated in step 3. This result is the short-rate portion of the premium.
6. If applicable:
  - \* Apply any pricing programs
  - \* Apply any experience rating modification
  - \* Apply any premium discount based on the final earned total standard premium
  - \* Add the short rate portion of the expense constant but not less than \$15
  - \* Apply catastrophe provisions based on the earned manual premium
7. The total earned premium for the short-rate canceled policy will not be less than the annual minimum premium applicable to the policy.

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**SHORT RATE CANCELATION POLICYHOLDER NOTICE**  
**SHORT RATE CANCELATION TABLE**

Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages
1	5%	46	23%	91	35%	136	48%	181	60%
2	6	47	23	92	36	137	48	182	60
3	7	48	24	93	36	138	48	183	61
4	7	49	24	94	36	139	49	184	61
5	8	50	24	95	37	140	49	185	61
6	8	51	24	96	37	141	49	186	61
7	9	52	25	97	37	142	49	187	61
8	9	53	25	98	37	143	50	188	62
9	10	54	25	99	38	144	50	189	62
10	10	55	26	100	38	145	50	190	62
11	11	56	26	101	38	146	50	191	62
12	11	57	26	102	38	147	51	192	63
13	12	58	26	103	39	148	51	193	63
14	12	59	27	104	39	149	51	194	63
15	13	60	27	105	39	150	52	195	63
16	13	61	27	106	40	151	52	196	63
17	14	62	27	107	40	152	52	197	64
18	14	63	28	108	40	153	52	198	64
19	15	64	28	109	40	154	53	199	64
20	15	65	28	110	41	155	53	200	64
21	16	66	29	111	41	156	53	201	65
22	16	67	29	112	41	157	54	202	65
23	17	68	29	113	41	158	54	203	65
24	17	69	29	114	42	159	54	204	65
25	17	70	30	115	42	160	54	205	65
26	18	71	30	116	42	161	55	206	66
27	18	72	30	117	43	162	55	207	66
28	18	73	30	118	43	163	55	208	66
29	18	74	31	119	43	164	55	209	66
30	19	75	31	120	43	165	56	210	67
31	19	76	31	121	44	166	56	211	67
32	19	77	32	122	44	167	56	212	67
33	20	78	32	123	44	168	57	213	67
34	20	79	32	124	44	169	57	214	67
35	20	80	32	125	45	170	57	215	68
36	20	81	33	126	45	171	57	216	68
37	21	82	33	127	45	172	58	217	68
38	21	83	33	128	46	173	58	218	68
39	21	84	34	129	46	174	58	219	69
40	21	85	34	130	46	175	58	220	69
41	22	86	34	131	46	176	59	221	69
42	22	87	34	132	47	177	59	222	69
43	22	88	35	133	47	178	59	223	69
44	23	89	35	134	47	179	60	224	70
45	23	90	35	135	47	180	60	225	70

PN 00 00 01

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**SHORT RATE CANCELATION POLICYHOLDER NOTICE**  
**SHORT RATE CANCELATION TABLE**

Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages	Days in Policy Period	Short Rate Percentages
226	70%	254	76%	282	82%	310	88%	338	95%
227	70	255	76	283	83	311	89	339	95
228	70	256	77	284	83	312	89	340	95
229	71	257	77	285	83	313	89	341	95
230	71	258	77	286	83	314	89	342	95
231	71	259	77	287	83	315	90	343	96
232	71	260	77	288	84	316	90	344	96
233	72	261	78	289	84	317	90	345	96
234	72	262	78	290	84	318	90	346	96
235	72	263	78	291	84	319	90	347	97
236	72	264	78	292	85	320	91	348	97
237	72	265	79	293	85	321	91	349	97
238	73	266	79	294	85	322	91	350	97
239	73	267	79	295	85	323	91	351	97
240	73	268	79	296	85	324	92	352	98
241	73	269	79	297	86	325	92	353	98
242	74	270	80	298	86	326	92	354	98
243	74	271	80	299	86	327	92	355	98
244	74	272	80	300	86	328	92	356	99
245	74	273	80	301	86	329	93	357	99
246	74	274	81	302	87	330	93	358	99
247	75	275	81	303	87	331	93	359	99
248	75	276	81	304	87	332	93	360	99
249	75	277	81	305	87	333	94	361	100
250	75	278	81	306	88	334	94	362	100
251	76	279	82	307	88	335	94	363	100
252	76	280	82	308	88	336	94	364	100
253	76	281	82	309	88	337	94	365	100

Insured **AGL Industries, Inc.**Policy No. **82-344281-01-04**Insurance Company **California Insurance Company**

**WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE POLICY**

**QUICK REFERENCE**

	<b>BEGINNING ON PAGE</b>		<b>BEGINNING ON PAGE</b>
<b>Information Page</b>			
<b>General Section.....</b>	1	<b>PART THREE - OTHER STATES INSURANCE.....</b>	4
A. The Policy.....	1	A. How This Insurance Applies.....	4
B. Who is Insured.....	1	B. Notice.....	4
C. Workers Compensation Law.....	1		
D. State.....	1	<b>PART FOUR - YOUR DUTIES IF INJURY OCCURS.....</b>	4
E. Locations.....	1		
<b>PART ONE - WORKERS COMPENSATION INSURANCE</b>	1	<b>PART FIVE - PREMIUM.....</b>	4
A. How This Insurance Applies.....	1	A. Our Manuals.....	4
B. We Will Pay.....	1	B. Classifications.....	4
C. We Will Defend.....	1	C. Remunerations.....	4
D. We Will Also Pay.....	1	D. Premium Payments.....	5
E. Other Insurance.....	1	E. Final Premium.....	5
F. Payments You Must Make.....	2	F. Records.....	5
G. Recovery From Others.....	2	G. Audit.....	5
H. Statutory Provisions.....	2		
<b>PART TWO - EMPLOYERS LIABILITY INSURANCE.....</b>	2	<b>PART SIX - CONDITIONS.....</b>	5
A. How This Insurance Applies.....	2	A. Inspection.....	5
B. We Will Pay.....	2	B. Long Term Policy.....	5
C. Exclusions.....	3	C. Transfer Of Your Rights And Duties.....	5
D. We Will Defend.....	3	D. Cancelation.....	5
E. We Will Also Pay.....	3	E. Sole Representative.....	5
F. Other Insurance.....	3		
G. Limits Of Liability.....	3		
H. Recovery From Others.....	4		
I. Actions Against Us.....	4		

**IMPORTANT:** This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability policy itself for actual contractual provisions.

Policyholders seeking information regarding coverage, or for assistance in resolving complaints can contact the Company by phone at 877-234-4420.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

# WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

## GENERAL SECTION

### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

### B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

### C. Workers Compensation Law

Workers Compensation Law means the workers or

workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

### D. State

State means any state of the United States of America, and the District of Columbia.

### E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

## PART ONE - WORKERS COMPENSATION INSURANCE

### A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

### B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

### C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

### E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

## F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

## G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

## H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have

notice of the injury when you have notice.

2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

## PART TWO - EMPLOYERS LIABILITY INSURANCE

### A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

### B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

### C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Non-appropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and

12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

### G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.  
Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### **H. Recovery From Others**

We have your rights to recover our payment from any-

one liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

#### **I. Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgement.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

### **PART THREE - OTHER STATES INSURANCE**

#### **A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required

by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### **B. Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### **PART FOUR - YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal pa-

pers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### **PART FIVE - PREMIUM**

#### **A. Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

ing the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

#### **B. Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have dur-

#### **C. Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

#### **D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

#### **E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

#### **F. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

#### **G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

### **PART SIX - CONDITIONS**

#### **A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

#### **B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

#### **C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after

your death, we will cover your legal representative as insured.

#### **D. Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

#### **E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.



PO Box 3646 OMAHA, NE 68103-0646

April 02, 2019

Frank LoFasco  
AGL Industries, Inc.  
5912 57th St  
Maspeth, NY 11378-3112

FAX: (718)456-8434

\*\*Fax and Certified Letter\*\*

IMPORTANT NOTICE

RE: Workers' Compensation Policy

<u>Policy Number</u>	<u>Policy Effective Date</u>	<u>Policy Expiration Date</u>
82-344281-01-04	02/14/2019	02/14/2020

Please see the attached important documentation advising that all insurance coverages, including but not limited to workers' compensation coverage, will be Cancelled effective 12:01 a.m. Eastern standard time on April 19, 2019, and the reason therefore. We urge you to carefully review this letter and the attached documents as this matter is time sensitive and requires your immediate attention.

We will review your account for possible reinstatement if all outstanding issues are satisfactorily resolved prior to the scheduled termination date.

As a result of this cancellation, we are reviewing your account to determine any and all amounts due and owing, and will provide you a final statement and supporting documentation as soon as that review is complete.

Should you have any questions, please contact your account manager at (877) 234-4420. We appreciate your prompt attention to this matter.

Thank you,

Underwriting Control Unit

CC Via Fax: GNP Insurance Brokerage  
FAX: (718)853-0164

Enclosures: Endorsement WC 89 06 09 C

This notice supercedes any prior Notice of Cancellation/Non-renewal/  
Rescission/Reinstatement that you may have received.

Certified Article Number: 9171 9690 0935 0207 6605 30

**EXHIBIT**

tabbles

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 89 06 09 C

## POLICY TERMINATION/CANCELLATION/REINSTATEMENT NOTICE

Carrier Name/NCCI Carrier Code California Insurance Company/22358Insured's Name AGL Industries, Inc.Federal ID No. 454193521Insured's Address 5912 57th StMaspeth, NY 11378-3112

Policy Number	Policy Effective Date	Policy Expiration Date
<u>82-344281-01-04</u>	<u>02/14/19</u>	<u>02/14/20</u>

x **Termination/Cancellation/Nonrenewal**

The coverage provided by the policy number shown above is being \_\_\_\_\_ nonrenewed or x terminated/cancelled, \_\_\_\_\_ flat, x pro rata, or \_\_\_\_\_ short rate, effective 04/19/19 12:01 a.m. standard time at the insured's mailing address for the following reason(s):

Non-Payment of Premium

Client has an outstanding balance.

**Reinstatement**

The coverage provided by the policy number shown above and previously nonrenewed, canceled or scheduled for cancellation is being reinstated effective \_\_\_\_\_ 12:01 a.m. standard time at the insured's mailing address.

Issue Date 04/02/19Issuing Office Omaha, NEProducer's Name ARS Insurance Agency

Date Stamp

(For NCCI use only):

# Nebraska Judicial Branch

## Case Summary

In the District Court of Douglas County  
The Case ID is CI 19 0007788  
Continental Indemn v. IPFS of New York,  
The Honorable Gary B Randall, presiding.  
Classification: Declaratory Judgment-Law  
Filed on 10/02/2019  
This case is Open as of 10/02/2019

## Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Continental Indemnity Company	Jeffrey A Silver 10805 Old Mill Rd. Omaha NE 68154 402-393-1984
Defendant ACTIVE IPFS of New York, LLC 30 Montgomery Street Suite 501 Jersey City NJ 07302	
Defendant ACTIVE IPFS Corporation P.O. Box 419090 Kansas City MO 64141	

## Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	10/02/2019	\$35.00
Plaintiff	Filing Fee - State	10/02/2019	\$1.00
Plaintiff	Automation Fee	10/02/2019	\$8.00
Plaintiff	NSC Education Fee	10/02/2019	\$1.00

Incurred By	Account	Date	Amount
Plaintiff	Dispute Resolution Fee	10/02/2019	\$0.75
Plaintiff	Indigent Defense Fee	10/02/2019	\$3.00
Plaintiff	Uniform Data Analysis Fee	10/02/2019	\$1.00
Plaintiff	J.R.F.	10/02/2019	\$6.00
Plaintiff	Filing Fee-JRF	10/02/2019	\$6.00
Plaintiff	Legal Aid/Services Fund	10/02/2019	\$6.25
Plaintiff	Complete Record	10/02/2019	\$15.00
Plaintiff	Service Fees	10/11/2019	\$8.20
Plaintiff	Service Fees	10/11/2019	\$8.20

### Financial Activity

No trust money is held by the court  
 No fee money is held by the court

### Payments Made to the Court

Receipt	Type	Date	For	Amount
345786	Electronic Trans	10/02/2019	Continental Indemnity	\$83.00
			Petition	\$35.00
			Filing Fee - State	\$1.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00

Receipt	Type	Date	For	Amount
			J.R.F.	\$6.00
			Filing Fee-JRF	\$6.00
			Legal Aid/Services Fun	\$6.25
			Complete Record	\$15.00

## Register of Actions

10/11/2019 Return Summons/Alias Summons  
 The document number is 00636213  
 MG  
 Served 10/04/2019, Certified Mail  
 Image ID N19284CZUD01

10/11/2019 Return Summons/Alias Summons  
 The document number is 00636212  
 MG  
 Served 10/07/2019, Certified Mail  
 Image ID N19284CZKD01

10/02/2019 Summons Issued on IPFS Corporation  
 The document number is 00636213  
 Summons e-mailed  
 Image ID D00636213D01

10/02/2019 Summons Issued on IPFS of New York, LLC  
 The document number is 00636212  
 Summons e-mailed  
 Image ID D00636212D01

10/02/2019 Praeclipe-Out St Summons/Alias  
 This action initiated by party Continental Indemnity Company  
 as  
 Image ID N19275XAGD01

10/02/2019 Complaint-Praeclipe  
 This action initiated by party Continental Indemnity Company  
 Praeclipe filed separate as  
 Image ID N19275X9QD01



Image ID:  
D00636213D01

## SUMMONS

Case Number: D01CI190007788

Transaction ID: 0009511494

Filing Date: 10/01/2019 08:54:11 AM CDT

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA  
 1701 Farnam  
 Omaha NE 68183

Continental Indemnity Company v. IPFS of New York, LLC

Case ID: CI 19 7788

TO: IPFS Corporation

You have been sued by the following plaintiff(s):

Continental Indemnity Company

Plaintiff's Attorney: Jeffrey A Silver  
 Address: 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

Telephone: (402) 393-1984

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: OCTOBER 2, 2019 BY THE COURT:




PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

IPFS Corporation  
 P.O. Box 419090  
 Kansas City, MO 64141

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

**SERVICE RETURN**

Doc. No. 636213

Douglas District Court  
 1701 Farnam  
 Omaha NE 68183

To:

Case ID: CI 19 7788 Continental Indemn v. IPFS of New York,

Received this Summons on \_\_\_\_\_. I hereby certify that on  
 \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_ M. I served copies of the Summons  
 upon the party:

\_\_\_\_\_  
 by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_ miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

**CERTIFIED MAIL  
 PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: IPFS Corporation

At the following address: PO Box 419090, Kansas City, MO 64141

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 on the 2 day of October 2019, as required by Nebraska state law.

/s/Jeffrey A. Silver

Postage \$ 8.20 Attorney for: Plaintiff

The return receipt for mailing to the party was signed on October 4, 2019.

To: IPFS Corporation  
 P.O. Box 419090

Kansas City, MO 64141

From: Jeffrey A Silver  
 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

**ATTACH RETURN RECEIPT & RETURN TO COURT**

# USPS Tracking®

[FAQs >](#)

[Track Another Package +](#)

**Tracking Number:** 70171000000012056145

[Remove X](#)

Your item was delivered at 6:01 am on October 4, 2019 in KANSAS CITY, MO 64121.

## **Delivered**

October 4, 2019 at 6:01 am  
Delivered  
KANSAS CITY, MO 64121

[Get Updates ▼](#)

[Feedback](#)

---

**Text & Email Updates** ▼

---

**Tracking History** ▼

---

**Product Information** ▼

---

[See Less ^](#)

**Can't find what you're looking for?**

## Certificate of Service

I hereby certify that on Friday, October 11, 2019 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

IPFS Corporation service method: No Service

IPFS of New York, LLC service method: No Service

Signature: /s/ Silver,Jeffrey,A (Bar Number: 13839)

Image ID:  
D00636212D01

## SUMMONS

Case Number: D01CI190007788

Transaction ID: 0009511494

Doc. No. 030854  
Filing Date: 10/11/2019 08:54:11 AM CDT

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA  
 1701 Farnam  
 Omaha NE 68183

Continental Indemnity Company v. IPFS of New York, LLC

Case ID: CI 19 7788

TO: IPFS of New York, LLC

You have been sued by the following plaintiff(s):

Continental Indemnity Company

Plaintiff's Attorney: Jeffrey A Silver  
 Address: 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

Telephone: (402) 393-1984

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: OCTOBER 2, 2019 BY THE COURT:

*John M. Friend*  
 Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

IPFS of New York, LLC  
 30 Montgomery Street  
 Suite 501  
 Jersey City, NJ 07302

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

**SERVICE RETURN**

Doc. No. 636212

Douglas District Court  
 1701 Farnam  
 Omaha NE 68183

To:

Case ID: CI 19 7788 Continental Indemn v. IPFS of New York,

Received this Summons on \_\_\_\_\_. I hereby certify that on  
 \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
 upon the party:

\_\_\_\_\_  
 by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_\_ miles

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

**CERTIFIED MAIL  
 PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: IPFS of New York, LLC

At the following address: 30 Montgomery St., #501, Jersey City, NJ 07302

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 on the 2 day of October 2019, as required by Nebraska state law.

/s/Jeffrey A. Silver

Postage \$ 8.20 Attorney for: Plaintiff

The return receipt for mailing to the party was signed on October 7, 2019.

To: IPFS of New York, LLC  
 30 Montgomery Street  
 Suite 501  
 Jersey City, NJ 07302

From: Jeffrey A Silver  
 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

**ATTACH RETURN RECEIPT & RETURN TO COURT**

# USPS Tracking®

[FAQs >](#)

[Track Another Package +](#)

**Tracking Number:** 7017100000012056152

[Remove X](#)

Your item was delivered to the front desk, reception area, or mail room at 4:46 pm on October 7, 2019 in JERSEY CITY, NJ 07302.

## Delivered

October 7, 2019 at 4:46 pm  
Delivered, Front Desk/Reception/Mail Room  
JERSEY CITY, NJ 07302

[Feedback](#)

---

**Text & Email Updates** 

---

**Tracking History** 

---

**Product Information** 

---

[See Less ^](#)

## Certificate of Service

I hereby certify that on Friday, October 11, 2019 I provided a true and correct copy of the Return-Summons/Alias Summons to the following:

IPFS of New York, LLC service method: No Service

IPFS Corporation service method: No Service

Signature: /s/ Silver,Jeffrey,A (Bar Number: 13839)

Image ID:  
D00636213D01**SUMMONS**

Doc. No. 636213

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA  
 1701 Farnam  
 Omaha NE 68183

Continental Indemnity Company v. IPFS of New York, LLC

Case ID: CI 19 7788

TO: IPFS Corporation

**FILED BY**Clerk of the Douglas District Court  
10/02/2019

You have been sued by the following plaintiff(s):

Continental Indemnity Company

Plaintiff's Attorney: Jeffrey A Silver  
 Address: 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

Telephone: (402) 393-1984

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: OCTOBER 2, 2019

BY THE COURT:

  
 Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

IPFS Corporation  
 P.O. Box 419090  
 Kansas City, MO 64141

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



**SERVICE RETURN**

Doc. No. 636213

Douglas District Court  
 1701 Farnam  
 Omaha NE 68183

To:

Case ID: CI 19 7788 Continental Indemn v. IPFS of New York,

Received this Summons on \_\_\_\_\_, \_\_\_\_\_. I hereby certify that on

\_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
 upon the party:

\_\_\_\_\_  
 by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_ miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

**CERTIFIED MAIL**  
**PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: \_\_\_\_\_At the following address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_on the \_\_\_\_\_ day of \_\_\_\_\_, as required by Nebraska state law.  
 \_\_\_\_\_  
 \_\_\_\_\_

Postage \$ \_\_\_\_\_ Attorney for: \_\_\_\_\_

The return receipt for mailing to the party was signed on \_\_\_\_\_, \_\_\_\_\_.

To: IPFS Corporation  
 P.O. Box 419090  
 Kansas City, MO 64141

From: Jeffrey A Silver  
 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

**ATTACH RETURN RECEIPT & RETURN TO COURT**

Image ID:  
D00636212D01

## SUMMONS

Doc. No. 636212

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA  
 1701 Farnam  
 Omaha NE 68183

Continental Indemnity Company v. IPFS of New York, LLC

Case ID: CI 19 7788

TO: IPFS of New York, LLC

## FILED BY

Clerk of the Douglas District Court  
10/02/2019

You have been sued by the following plaintiff(s):

Continental Indemnity Company

Plaintiff's Attorney: Jeffrey A Silver  
 Address: 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

Telephone: (402) 393-1984

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: OCTOBER 2, 2019

BY THE COURT:


  
Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

IPFS of New York, LLC  
 30 Montgomery Street  
 Suite 501  
 Jersey City, NJ 07302

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



**SERVICE RETURN**

Doc. No. 636212

Douglas District Court  
 1701 Farnam  
 Omaha NE 68183

To:

Case ID: CI 19 7788 Continental Indemn v. IPFS of New York,

Received this Summons on \_\_\_\_\_, \_\_\_\_\_. I hereby certify that on

\_\_\_\_\_, \_\_\_\_ at \_\_\_\_\_ o'clock \_\_M. I served copies of the Summons  
 upon the party:

\_\_\_\_\_  
 by \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

as required by Nebraska state law.

Service and return \$ \_\_\_\_\_

Copy \_\_\_\_\_

Mileage \_\_\_\_ miles \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
 (Sheriff or authorized person)

**CERTIFIED MAIL**  
**PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: \_\_\_\_\_At the following address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_on the \_\_\_\_\_ day of \_\_\_\_\_, as required by Nebraska state law.  
 \_\_\_\_\_  
 \_\_\_\_\_

Postage \$ \_\_\_\_\_ Attorney for: \_\_\_\_\_

The return receipt for mailing to the party was signed on \_\_\_\_\_, \_\_\_\_\_.

To: IPFS of New York, LLC  
 30 Montgomery Street  
 Suite 501  
 Jersey City, NJ 07302

From: Jeffrey A Silver  
 10805 Old Mill Rd.  
 Omaha, NE 68154-2607

**ATTACH RETURN RECEIPT & RETURN TO COURT**

## IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

CONTINENTAL INDEMNITY ) CASE NO. \_\_\_\_\_  
COMPANY, An Iowa Corporation, )  
 )  
 Plaintiff, )  
 )  
 vs. ) PRAECIPE  
 )  
 IPFS OF NEW YORK, LLC, )  
 A Limited Liability Company and )  
 IPFS CORPORATION, )  
 )  
 Defendants. )

TO THE CLERK OF SAID COURT:

Please issue Summons to serve Defendants **IPFS of New York, LLC and IPFS Corporation** with copy of the Complaint by Certified Mail as follows: **IPFS of New York, LLC**, 30 Montgomery Street, Suite 501, Jersey City, New Jersey 07302 and **IPFS Corporation**, P.O. Box 419090, Kansas City, Missouri 64141-6090, in the above-entitled case.

## DESIGNATE MODE OF SERVICE:

SHERIFF: CERTIFIED MAIL: 

/s/ Jeffrey A. Silver  
JEFFREY A. SILVER #13839  
10805 Old Mill Road  
Omaha, Nebraska 68154  
(402) 393-1984  
ATTORNEY FOR PLAINTIFF